

SCHEDULE "B"

SCOPE OF WORK

ACTIVITY NAME: APPLIANCES

ACTIVITY NUMBER: 1101

GENERAL CONDITION

The following list must be part of the Contractor's Scope of Work. This list is to be used as a minimum guide and does not alleviate the Contractor of the responsibility to also carry out, in addition, other work according to the conventional good and current trade practices.

1. The Contractor must supply all labour (as specified), materials and equipment for all residential appliances for all suites and/or common elements as per the Architectural and Interior Design drawings and specifications including, but not necessarily limited to the Scope of Work, hereinafter defined as "Schedule B".
2. The Contractor must supply all labour, materials, supervision, tools, tackle, plant, parking, equipment, transport, runways, planks, scaffolding, lifts, taxes, insurance, etc., necessary to carry out and complete this Contractor's Work in all areas of the above Project as outlined herein.
3. The Contractor must provide sufficient equipment, labour, and materials, to satisfy and maintain the Construction Schedule as outlined, which may be amended from time to time by the Construction Manager. The Contractor must increase manpower and/or work overtime at no cost to the Owner to maintain the schedule, if required.
4. The Contractor must meet or exceed the standard of quality, workmanship and all requirements of the Ontario Building Code, the Owner's Consultants and all authorities having jurisdiction at no expense to the Owner.
5. The Contractor agrees that it will perform the Work required in accordance with the spirit and intent of these plans and specifications and to conventional and good trade practices, at no extra charge, even if not specifically reflected in the plans and specifications.
6. The Contractor must be responsible to complete the Work for the Contract Price without additional cost to the Owner notwithstanding any errors, omissions, or defects in the Contract Documents. The Contract Value will only be adjusted if the Owner requests a material change to the building design or if there are new code requirements enacted after execution of the Contract.
7. Any extras are to be covered by a Purchase Order or Change Order and Addendum, but only after review and approval of Construction Manager and Owner. Extras to be invoiced separate from the Contract Work and accompanied by a signed completion slip.
8. The Construction Manager to provide the latest drawings to the Contractor, where contradiction exists between the Contract Documents, the Contractor must be responsible to carry out the more onerous requirements. It is the Contractor's responsibility to ensure it is working with the most up to date drawings, to be provided by Construction Manager.
9. The Contractor will be responsible for daily cleaning relative to its Work and must deposit its garbage in the garbage container provided by the Owner. Failure to comply will result in an automatic back charge if not remedied within 24 hours after written notice.
10. The Contractor must have a responsible representative present for all construction site meetings (as scheduled usually bi-weekly) prior to and during its on-site work to help coordinate this Contractor's Work with all other contractors on site. The Contractor must also have a worker representative participate in all on-site Joint Health and Safety Meetings.
11. All operations of the Contractor must be conducted with full consideration of all the proper rights of the owners and occupants of the adjacent premises or lands and with the least inconvenience possible to them, and without any interference with or interruptions to the operations to the said owners or occupants.
12. The Contractor must conform to the standards, laws, and regulations of authorities having jurisdiction including, but not limited to, the City of Brampton, the City of Brampton's noise by-laws and hours of permitted construction operations, the Ontario Building Code and the Occupational Health and Safety Act. The Contractor must conform to standards, regulations, and permission by the City of Brampton of all vehicle routes and staging areas on municipal property at no cost to the Owner.

13. The Contractor must give all necessary notices, obtain all permits relative to its Work and pay all fees in order that the Work hereinafter specified may be carried out and furnish any certificates necessary as evidence that the Work installed conforms to the laws and regulations of authorities. The Building Permit will be obtained by the Owner.
14. The Contractor must be responsible for all testing and reports relating to its Work, to the satisfaction of all authorities having jurisdiction. Bulletin 19 testing by Owner.
15. Prior to commencing Work, the Contractor must take note of the surrounding conditions and provide agreement to the existing conditions of neighbouring properties, structures, municipal walks, curbs, utilities, etc. The Contractor is liable for damage caused to existing conditions that result from its operations.
16. Prior to commencing Work, the Contractor must examine the premises and satisfy themselves to the existing conditions under which they accept and oblige to operate. The Contractor must reasonably examine the work of other trades and report at once to the Construction Manager of any defect or interference affecting the Work under this scope. All Work to be coordinated with other trades.
17. The Contractor must report all deficiencies which will affect its Work (such as concrete walls out of plumb, corners not square etc.) to the Construction Manager's representative. If the Contractor neglects to identify such issues it will be held responsible for all Work required to correct resulting issues as identified by the Construction Manager or Owner's representative.
18. The Contractor must provide own phone and office for on-site forces, the location to be assigned by the Site Superintendent or the Construction Manager.
19. The Contractor must coordinate with the Site Superintendent and other trades to ensure the site specific Construction Management Plan is executed and followed.
20. The Contractor must ensure that the immediate city streets are kept clean and free of debris and dust resulting from this Contractor's Work and to the satisfaction of all governing authorities and/or the Construction Manager. Mud mats and water are to be used to clean all vehicles leaving site where required.
21. The Contractor acknowledges that the Owner and entire Project are registered with the Tarion Warranty Corporation ("Tarion"). This Contractor is responsible to provide guarantee of its work in accordance with all Tarion requirements including length of guarantee period. The Contractor further acknowledges that it is aware of the warranties provided to purchasers by Tarion and is committed to working with the Owner to ensure that the warranties are provided.
22. The Contractor to provide hourly rate for all personnel inclusive of overhead, profit, all payroll burdens and unit cost of small tools, travel, and parking.

TRADE SPECIFIC

23. The Contractor must include for all hoisting, lifting, and unloading of own equipment and materials even if the items are over the capacity of the crane on site, or if the crane is not on site at time of delivery of the equipment and material. Use of the forming contractor's tower crane with crane operator will be changed at the following hourly rates: \$295.00 per hour regular and \$420.00 per hour for overtime. Reimbursement for the use of the crane and any premium time work associated with it will be paid by this Contractor. This Contractor must sign time sheets on a daily basis.
24. The Contractor must coordinate all delivery and storage of material with the Construction Manager. On site security provided by others. Notwithstanding, the Contractor assumes responsibility for all items stored on site.
25. The Contractor must protect all other trades work from damage which may result from carrying out the Work. Cover finished floors and other work with tarpaulins, if necessary. Will be responsible for all damage to floor surfaces or other parts of the building resulting from carrying out the Work.
26. The Contractor must complete one (1) mock up suite as directed by the Site Superintendent for the review by the Construction Manager and Owner. The Contractor must be responsible to adjust, replace, alter or modify as required until acceptable by the Construction Manager and Owner. The suites will serve as the standard for all materials. Workmanship and overall performance for the entire Project.

- 27. The Contractor must repair and or replace any deficient Work within 48 hours of notice and is responsible for all damage to other work that is the result of this Contractor's deficient Work or material. Damage to also include repair or rework required by other trades as a result of the repair of this trade's deficiency.
- 28. All suite Pre PDI (Pre Delivery Inspection) deficiencies are to be completed to the Site Superintendent's satisfaction within two (2) days of notification and the purchaser's PDI inspection deficiencies are to be completed prior to the occupancy of the suite by the purchaser.
- 29. The Contractor must ensure that the 30-Day Deficiency List and Year End Deficiencies List are completed within 15 days from notification.
- 30. The Contractor acknowledges that absolutely no additional Work is to be performed for homebuyers without express written approval from the Owner or the Construction Manager.
- 31. The Contractor must review the Architectural and Interior Design drawing and report any discrepancies with the other drawings to the Construction Manager prior to the commencement of Work.
- 32. The Contractor must submit technical data sheets for all appliances c/w all operating and maintenance manuals for each appliance.
- 33. The Contractor is responsible to remove packaging materials, set all appliances in place and make all required connections and must ensure that all appliances are straight, level and plumb. All appliances are to be free of scratches and other surface imperfections.
- 34. The Contractor must have a competent person to check all appliances after installation for defects and adjustments. If any missing parts the Contractor will notify the Site Superintendent.
- 35. The Contractor is to deliver all appliances into the building and into their final resting places as listed below but not limited to and to be included in this scope of work.

MODEL	DESCRIPTION
WRT318FZDM	Whirlpool s/s 18c.ft. Top Mount Refrigerator-quantity 207
YWEE515SOLS	Whirlpool s/s Front Control Ceran Range-quantity 207
WDF330PAHS	Whirlpool s/s Full Console Dishwasher-quantity 207
YWMH31017HS	Whirlpool s/s Over-the-Range Microwave-quantity 207
YWET4027HW	Whirlpool White Electric Laundry Centre-quantity 207
48372	S/S High Pressure Laundry Hoses-quantity 207 sets
All Models	Installs as required.

- 36. Include for connection of all appliances including, but not limited to, duct for washer/dryer vent to main duct line, oven/range into receptacle or hard-wire connection, microwave/exhaust into duct connection stub, dishwasher into receptacle or hard-wire connection and water line and drain connections, refrigerator into receptacle. Include for braided hoses supplied by manufacturer.
- 37. Coordinate upgrades with individual purchasers and coordinate any dimensional changes to Owner. Inform Owner of any upgrades and/or purchaser changes.
- 38. Allow for adequate, separate mobilizations to accommodate other Trades working on the project.
- 39. Ensure that all work performed is in strict accordance with any applicable O.H.S.A regulations.
- 40. No payment will be made until Contract is signed and returned.
- 41. This Contractor shall be responsible for and shall fully indemnify Forestside Estates Inc. for any and all costs, charges, fines and convictions created as a result of the activities of this Contractor and this Contractor's suppliers, subtrades, workers and visitors including costs related to defending any action and costs due to delays in the progress of work resulting from non-compliance of this Contractor and this Contractor's suppliers, subtrades, workers and visitors.
- 42. Foot, eye and ear protection is mandatory on Forestside Estates Inc. sites and this policy must be strictly adhered to at all times in accordance with Forestside Estates Inc.'s Safety Policy.
- 43. All commissioning to be completed in accordance with plans and specifications and CSA (Canadian Standards Association) standards.
- 44. Provide minimum two-year warranty on all labour, materials and equipment supplied under this scope of work, or as indicated in the Specifications. Warranty period is to take into effect from the Date of Substantial Performance or first usage whichever comes first.